

Communications Unit “D” Provisions 12024B19Q7000

D.1 -- SCOPE OF AGREEMENT

(a) The intent of this solicitation and any resultant Agreement is to obtain Communication Units for use on a local, Regional and Nationwide basis. The Contractor is responsible for all equipment, materials, supplies, transportation, lodging, personnel trained and/or certified to set up and/or demonstrate operation and/or repair the equipment, and supervision and management of those personnel, necessary to meet or exceed the Agreement specifications. The resources may be used on fire suppression and all-hazard incidents. The Incident Commander or responsible Government Representative is authorized to administer the technical aspects of this agreement.

(b) Unit shall arrive fully self-contained and be fully operable within 2 hours of arrival at the incident, unless otherwise negotiated.

D.2 -- EQUIPMENT REQUIREMENTS

D.2.1 -- CONTRACTOR PROVIDED EQUIPMENT.

D.2.1.1 -- Minimum Equipment Requirements.

(a) The unit shall:

(1) Minimum 20' length x 7' wide, excluding tongue. The minimum length (20') of the unit is intended to include all of the space as usable space by the Government. Any private room(s) that may be used by the contractor as personal or storage space shall not be included in the 20' length of the unit.

(2) Space shall be partitioned to provide a separate space for radio operators.

(3) Contractor to provide a technician capable of setting up and providing maintenance on the communications unit and qualified to maintain and program provided equipment (i.e., radios, computers, etc.)

(4) Air Conditioning Unit(s): Self-contained, climate controlled unit with air conditioning (air conditioned to maintain 70 to 75 F degree temperature in the unit).

(5) Heating System: Sufficient to provide heating commensurate with the internal unit dimensions, installed electric base board heaters or propane gas equivalent; no free standing heaters (heating

system to maintain 70 to 75 F degree temperature in the unit).

(6) Unit must meet OSHA work environment requirements.

(7) Wheel Chocks: Two (2) sets minimum, one set for each side of the unit.

(8) If unit is configured as a trailer it shall be equipped with trailer stabilizers.

(9) Awning: The awning is optional but if one is provided it shall be a workable standard trailer awning.

(10) Windows: Windows are optional but if provided they shall provide for natural lighting and air flow. An undamaged screen will completely surround the window area for windows that can open.

(11) White boards: Three (3) each, recommend 36" L x 24" H.

(12) Cork boards: Three (3) each: Recommend 36" L x 24" H, one each at each work station/work area.

(13) Internal Lighting: Sufficient to provide adequate light for night time operations. In addition, all lighting for individual workstations can either be wall mounted or ceiling mounted as long as it produces a light level of 50 average maintained foot-candles at the working surface. This shall be maintained throughout the working space.

(14) Outside Lighting: Sufficient to provide light all entrance ways (two way directional security light).

(15) Steps: If needed, to provide safe entry/exit from the trailer or unit.

(16) Chairs: Provide a chair for each workstation, for a total of three (3) chairs. If the trailer is configured to have more than three (3) workstations, a chair for each workstation is required.

(17) All equipment within the unit shall be surge protected on all electrical, radio, and data devices.

(18) Self-propelled units are acceptable.

(19) All vehicles/equipment offered and under hire on this Agreement shall contain a fire extinguisher, multi-purpose 2A 10BC, that is securely mounted to the vehicle/equipment and accessible by the operator. The fire extinguisher shall have a current annual inspection tag.

D.2.1.2 -- Work Space.

(a) Workstations: Three (3) each desktop/countertop workstations, or work area large enough to accommodate three radio operator stations with chairs.

(b) The minimum individual desk top work space provided shall be 18" deep by 36" long, for each

work station, [three (3) total]. Wired for phone with headsets at each workstation; wired into a labeled punch box mounted outside.

NOTE: IF a unit is longer, then the work space provided in the longer unit should be commensurate with these minimum requirements for work space.

D.2.1.3 -- Electrical Power Requirements.

- (a) Minimum 120 Volt, 50 Amp AC service entrance with disconnect switch to master breaker.
- (b) AC 4-plex receptacles at all dispatch stations and work stations. No more than two (2), 4-plex outlets for each 20 amp electrical breaker.
- (c) One (1) each - 20 foot, 50 Amp, AC service extension cable.
- (d) AC - 3 pin Twist-Lock to standard 3 pin adapters (20 amp service).
- (e) Battery Backup: DC (battery) backup with a minimum of 200 AH capacity for initial start-up and power outages. Battery shall have capacity to power all radio equipment for at least one operational period (one shift).
 - (1) Battery must have a master disconnect or breaker switch.
 - (2) Battery must be physically isolated from work area for personnel safety.
 - (3) Battery must be a sealed, non-ventilating type, such as gel-cell.
- (f) Charging System: DC charging system to maintain battery backup
- (g) Auxiliary Connection: Two (2) each Auxiliary 12 volt connection power points near radio equipment.
- (h) Power inverter: One (1) each DC to AC power inverter sufficient to operate three (3) laptop computers.
- (i) External Generator: One (1) each AC generator kit to include one (1) generator with a minimum output capacity of 6000 Watts (6Kw), grounding rod, clamp and cable, one (1) each five (5) gallon fuel container meeting all DOT safety specifications. Generator shall not exceed 65 dB(A), Sound Pressure Level @ 7 meters.

D.2.1.4 -- Radio and Electronic Equipment.

- (a) All fixed radio equipment must be ready for immediate use upon arrival at the incident base facility or Incident Command Post (ICP), pending frequency programming.
- (b) The vendor must provide:

(1) All radio frequency programming software and any necessary programming hardware.

(2) Interface devices or personal computers required by the specific manufacturer make and model of radio equipment provided within the unit.

(c) VHF-FM P25 Digital Base Station consisting of a minimum of one (1) VHF-FM mobile radio(s).

Each radio will have a desk mic or handheld mic with a speaker providing sufficient adjustable volume to be heard in a noisy working environment. Programming instructions for user and computer programming will be available. Each radio will conform to the following requirements: (1)

A P25 Digital VHF-FM two-way mobile radio, with a matched broadband antenna (Antenna Specialists ASPR7490, Maxrad MWB5803, or equivalent). The radio shall provide selection of analog wideband (25.0 kHz), analog narrowband (12.5 kHz), and P25 Digital narrowband (12.5 kHz), channel spacing on each channel operating from 138 MHz to 174 MHz. The radio shall be frequency-synthesized, equipped with a CTCSS sub-audible tone encoder having a minimum of 32 selectable tones meeting the current TIA/EIA-603 standard, and develop a minimum of 30 watts nominal output power.

(2) Transceivers shall be set to operate in the narrowband mode unless local requirements dictate otherwise. All radios must have the ability to be programmed in the field by the radio operator without the aid of a computer or the services typically found in a radio shop.

(3) All P25 digital radios will operate with current software as shown on

www.fs.fed.us/fire/niicd/Hotsheet/Hotsheet.html. Software versions identified on this website by October 1st will be acceptable for the following year. The only exception is more up-to-date software versions as released by the manufacturer. P25 digital radios without a software version listing will be upgraded to the current version within six months of release by the manufacturer. As an example, Relm/BK Radio releases a new software version for their DMH radio on August 1st. The above website lists this new software version on September 15th. Therefore, all DMH radios used for aviation must operate with this new software by January 1st. However, if the website did not list this new software until October 10th, the software would not be required until end of the following year.

(d) UHF-FM Base Station: A minimum of one (1) UHF-FM mobile radio(s). The radio will operate from 406 to 420 MHz (minimum), have the capability for 10 (minimum) preset channels, provide a

nominal power output of at least 30 watts minimum, and be user programmable without the need of a computer (although computer programming capability is also a requirement). Each radio will have a desk mic or handheld mic with a speaker providing sufficient adjustable volume to be heard in a noisy working environment. Programming instructions for user and computer programming will be available.

(e) VHF and UHF radios must be separated by at least six feet to allow two (2) Radio Operators (RADOs) to operate the different radios with little to no interference.

(f) DC POWER TO RADIO EQUIPMENT: Provided by at least one (1) each 12 Volt power supply with an automatic backup switch or relay and have a minimum capacity of 35 Amps.

(g) Base Station Antennas:

(1) VHF-FM Broadband antenna (Antenna Specialists ASPR7490, Maxrad MWB5803, or equivalent). Note: Antennas supplied with new radios do not meet these requirements.

(2) UHF Broadband antenna tuned to the proper frequency band for each required base station radio.

(3) At least two (2) magnetic mounted antennas with an 8 foot (minimum) RF cable for both the VHF-FM and UHF-FM frequency bands are required.

(4) Antennas may be mounted on masts or mounted directly to the unit. Antennas will be placed as far apart from each other as possible for frequency separation. Antennas may be detached from the unit for transport.

(h) RF CABLES: RF cable terminations will be accessible from both inside and outside the unit. VHF cables shall be terminated with 'UHF' connectors. UHF cables shall be terminated with 'N' connectors. A selection of interseries adapters will be provided. All cables will be permanently labeled. In addition to the base station RF cables, there shall be an additional VHF cable from each work position to an outside jack box. All cables shall be RG-213, RG-8, or better cable.

D.2.1.5 -- Telephone/Internet Service/Access.

(a) One (1) each telephone service/customer entrance panel to accommodate a minimum of seven (7) pre-wired telephone jacks (RJ-11 all wired back to the RJ-66 surge protected punch down block, pre-wired telephone jacks installed as follows:

(1) One (1) for each workstation, so a total of three (3).

- (2) Two (2) external phone jacks mounted to the outside of the unit.
- (3) Two (2) additional jacks located elsewhere in the unit.
- (4) Seven (7) pre-wired internet ports (RJ-45), mounted either next to or adjacent to the seven (7) pre-wired telephone jacks.
- (b) Three (3) each telephone handsets (One near each work station or work area).
- (c) LAN system (not wireless) capable of providing service to each workstation.
- (1) Cat 6 (or better) ran to each workstation shall terminate at a patch panel located inside the unit for easy connection to a powered switch (i.e., LAN system)
- (2) Two (2) Cat 6 (or better) runs from the patch panel to two (2) RJ-45 connections in the entry panel.
- (3) Power over Ethernet switch with a minimum 8 port data switch.
- (d) Internet. Two types Type 1 Communication Unit requires Internet(to establish a minimum level of service for satellite internet access and is for government use only). Air time is included in the daily rate.
- (i) The Daily Rate for a Type 1 Communications Unit, which is inclusive of internet, includes all equipment, personnel, data transmission, air time, and any other costs associated with providing internet for the Communications Unit, and no further payment will be made for additional air time. If the incident requires services over and above those stated in this specification, an incident only EERA will be initiated by a warranted CO and no payment will be made for optional internet that may be awarded on this agreement.
- (2) Minimum bandwidth: 1.5Mbps Download speed, 768kbps Upload speed
- (3) Wireless router with port address translation and DHCP capability for internal IP address assignment.
- (4) The ability to support for 3DES IPSec tunneling is required to support end to end solutions where remote access is needed.
- (5) Minimum Hardware: WI-FI Access Points: 802.11 b/g/n with WPA key encryption options.
- (6) Browser administrated.
- (7) Power over Ethernet capable.
- (8) POE 8 port data switch.

(9) Contention ratio maximum 15-1.

D.2.1.6 -- Additional Equipment. All in one fax, copier, scanner, printer, with two (2) reams of paper appropriate for the machine, for initial start up. In addition to the consumables that come with that equipment at time of dispatch, one (1) additional set of consumables (i.e., toner, ink, or other supplies necessary to keep the all in one operable) is required. During the incident, all supplies (i.e., consumable items) will be purchased by the incident. The intent of this clause is to pass through to the incident the cost of the supplies listed above that are consumed during the incident. The vendor would leave the incident with the same supplies they arrived with (i.e., one (1) set of consumables such as toner, ink, or other supplies necessary to keep the all in one machine operable and two (2) reams of paper). If the consumable supplies are unable to be provided to the vendor before they depart the incident, the vendor can submit a claim for reimbursement (based on current catalog pricing). See Section C.5 for claim settlement authority.

D.2.1.7 -- All transportation vehicles shall be in sound mechanical condition with sufficient horsepower and mainframe configurations to ensure successful performance on roads and highways, or in terrain described in these specifications. All vehicles under this Agreement shall be able to be legally driven on highways under their own power and be able to travel at a minimum of 50 miles an hour.

D.2.1.8 -- If requested by the Government, the contractor must be capable of relocating the unit at the incident within 4 hours or sooner at the discretion of the incident management team.

D.2.1.9 -- Biobased Products. This procurement requires the use of biobased products to the extent that such products are reasonably available, meet agency or relevant industry performance standards, and are reasonably priced. Where available, these products should first be acquired from among qualified products that fall under the umbrella of items designated through the Federal Biobased Products Preferred Procurement Program (FB4P). Information is available at: <http://www.biopreferred.gov/>.

D.2.2 -- VEHICLE LICENSING REQUIREMENTS.

D.2.2.1 -- All Units offered and used under this Agreement shall be licensed and legally operable on all roads. All Units with a Gross Vehicle Weight Rating (GVWR) of 10,001 pounds and greater shall have: a) annual USDOT certified vehicle inspection; or b) Commercial Vehicle Safety

Alliance Inspection.(49 CFR 396.23)

D.2.2.2 -- Prohibited Marking. Federal regulations prohibit the use of official agency shields or markings on private vehicles or property.

D.3 -- PERSONNEL REQUIREMENTS

(a) All Contractor personnel shall comply with Exhibit F, Safety Standards. Contractors shall comply with the Fair Labor Standards Act when employing persons under 18 years of age (Ref. 29 CFR 570).

(b) Minimum Age for Firefighting Resources. Persons under 18 years of age shall not perform hazardous or arduous duties during wildland fire management operations, including execution of prescribed burns.

(c) Contract resources must abide by the terms and position requirements of the respective agreement they are hired under.

D.3.1 -- [RESERVED]

D.3.2 -- ENGLISH SPEAKING REQUIREMENT.

Communications between Contractor crew personnel and Government incident personnel is mandatory for safe and effective performance. Contractor's representative shall be able to proficiently communicate in English, in the language of the crew, and read and communicate the Incident Action Plan, Safety Alerts, etc. All radio communication on Government-assigned frequencies shall be in English.

D.4 -- EQUIPMENT RELIABILITY

(a) The Contractor shall provide dependable equipment that meets all applicable state and federal laws relating to motor vehicles and equipment.

(b) The Government reserves the right to conduct inspections at any time.

D.5 -- AVAILABILITY

If the Host Dispatch Zone or Geographic Area requires it, the Contractor is responsible for maintaining their current status by informing their host dispatch center of their availability, or if available, self-status in the Resource Ordering Status System (ROSS). When contract resources are unavailable, the resources will not be eligible for dispatch under the Agreement.

D.5.1 -- HOST DISPATCH CENTER SELECTION. (applicable to all agreements except those with

designated single GACC ordering procedures)

Regional and local awards may not be made to vendors designating equipment City and State location more than 450 miles away from their selected Dispatch Center.

D.6 -- ORDERING PROTOCOL FOR RESOURCES.

.

(a) This Agreement does not preclude the Government from using any Agency or Agency Cooperator owned resources before equipment is mobilized under this Agreement.

.

(b) The Contractor shall restrict calls to the host dispatch center. Dispatchers will not provide information, such as "when or if a Contractor will be called for an assignment" or "status of other contractors."

.

D.6.1 -- DISPATCH PRIORITY.

.

(a) Each host dispatch center will give dispatch priority to the resource offering the greatest advantage (See D.6.2) before all other private resources not under Agreement with the following exceptions:

(1) For initial attack, dispatchers will follow the "closest forces" concept and utilize locally available resources according to agency and incident needs. The priority dispatch ranking may not be used during initial attack and Contractor resources may or may not be used.

(2) Tribal preference policy established within reservation jurisdiction.

(3) Government normally will dispatch resources in accordance with this protocol; however, the number of fire orders in process and actual fire conditions at the time of dispatch may require a deviation from normal procedures in order to respond effectively to such conditions. Any such deviation will be within the discretion of Government, and will not be deemed a violation of any term or condition of this Agreement.

.

(b) Upon receipt of a resource order by a host dispatch center, Government Dispatchers will not hold the Contractor resources in reserve as a contingency force in a non pay status when that

resource is available.

.

D.6.2 -- RANKING OF AWARDED RESOURCES FOR DISPATCH PRIORITY.

.

(a) All resources will be evaluated and agreements will be awarded in accordance with B.3.

Resources on an awarded Agreement will be ranked on a dispatch priority list by

Host Dispatch Center. As described in B.6, socioeconomic status advantage will be given to those small business concerns identified in Block 10 of the SF-1449.

.

(b) In addition to the award evaluation factors in B.3, criteria have been developed for some categories of equipment to assess the advantages for dispatch priority. If no additional criteria are identified, lowest price awarded resources will be ranked highest on the dispatch list.

.

(c) Within each small business program category, priority will be given according to the price offered for the type of resource. The price will be based on the daily rate offered, with the lowest price being ranked highest on the dispatch list. A Type 1 Communications Unit includes the cost of Internet Capability in the daily rate; a Type 2 Communications Unit does not include Internet Capability in the daily rate.

.

Attribute, not given points: NONE

.

D.6.2.1 -- Tied Prices/CBA Scores. The following methodology will be used to break ties that result when determining the ranking for the dispatch priority list. Preference will be given to those small businesses that are also labor surplus area (LSA) concerns. Any ties remaining among LSA concerns will be resolved using programmatically driven random ranking within the VIPR system. This functionality will also be used to resolve any ties that occur among non-LSA concerns.

.

D.6.3 -- ORDERING PROCEDURES FOR RESOURCES.

D.6.3.1 -- Following Agreement award, each host dispatch center will have an established

dispatch priority list showing the resources located within the selection made at D.6.2. The Government intends to dispatch contractor resources based on this priority ranking for other than initial attack.

.

D.6.3.2 -- If all contractor resources on the dispatch priority list are depleted within the selection made at D.6.2, orders will be placed utilizing established dispatch procedures.

.

D.6.4 -- INFORMATION REQUIRED WHEN PLACING ORDERS.

.

D.6.4.1 -- Information Provided to the Contractor.

(a) At the time of acceptance of the assignment, the following information will be given to the Contractor:

(1) Resource Order Number.

(2) Incident Order Number and Name of Incident.

(3) Date and time to report to incident.

(4) Descriptive location of the designated site where the Contractor shall meet a Government representative. A map, if available.

(5) Incident contact phone number for further information.

(6) Fire Code/Funding Code.

.

(b) Prior to departing for the incident, the Contractor shall provide to dispatch the complete name of each person dispatched with the contractor equipment, and the ETD and ETA from point of dispatch.

.

(c) Dispatch offices may use a FAX or email to provide a hard copy of the resource order to the Contractor.

.

D.6.5 -- DISPATCHING PROCEDURES.

.

D.6.5.1 -- When receiving a dispatch call, the Contractor shall confirm their availability and ability to meet specified timeframes. If the Contractor cannot be reached or is not able to meet the time and date needed, the dispatcher may proceed with contacting the next resource on the dispatch priority list. Contractor shall check in at the assignment at the time agreed upon when dispatched.

.

D.6.5.2 -- The Government will estimate the travel time to and from the incident. Travel time via ground transportation shall be calculated by dividing distance (from point of hire to incident, or incident to incident or incident to point of hire) by average travel speed of 45 mph, plus applicable rest time.

.

D.6.5.3 -- At time of dispatch, a resource order number will be assigned. The Contractor shall furnish the assigned resource order number upon arrival and check in at the incident.

.

D.6.5.4 -- The vendor will be paid for travel to and from the incident from the equipment City and State they designated in their offer. Vendor must meet date and time needed.

.

D.6.6 -- EMERGENCY INCIDENT DRIVING.

.

The Contractor shall follow the driving regulations and work/rest guidelines listed in the Interagency Incident Business Management Handbook (IIBMH) (FSH 5109.34). Reference D.21.8.1.2. The Contractor is responsible for complying with all other current Federal, State and Local driving regulations.

.

D.6.7 -- WORK/REST, LENGTH OF ASSIGNMENTS, AND CREW CHANGE OUT.

.

(a) Work/rest and length of assignment guidelines are in place to ensure the health and safety of employees. Contractors shall ensure that their personnel adhere to the work/rest guidelines (minimum 2:1 work to rest ratio (for every 2 hours of work or travel, provide 1 hour of sleep and/or rest within a 24 hour period)). Hours worked that exceed 16 hours in a 24-hour period must be

approved by the IC or Agency Administrator. Documentation shall include mitigation measures used to reduce fatigue.

.

(b) To mitigate exceeding length of assignment guidelines and manage the days of rest, the Government has the option to:

(1) Request the Contractor to provide replacement personnel. Replacement personnel are subject to the work/rest and length of assignment guidelines and must arrive at the incident fully rested.

The Government will not pay transportation cost for replacement personnel.

(2) Release resources after a 14-day assignment or follow length of assignment extension guidelines as stated in Interagency Incident Business Management Handbook.

(3) With the Governments agreement, the contractor may choose to have their personnel remain at the incident base camp and not be placed on shift to allow proper rest. The time is not compensable when the Contractor is off shift in compliance with the length of assignment provisions. Refer to D.21.8.3(d).

.

D.6.8 -- DEMOBILIZATION.

.

The Incident Commander will determine the priority of demobilization.

.

D.6.9 -- RELEASE.

.

Once released to the host dispatch center, the Contractor shall not accept new resource orders directly, nor seek out reassignments. Any new orders will originate from the host dispatch center.

D.7 -- PROPERTY

D.7.1 -- ACCOUNTABLE, DURABLE, AND CONSUMABLE GOODS.

(a) Accountable and durable property will not be loaned or exchanged at the incident. The Contractor shall arrive at the incident fully outfitted and prepared to perform under the terms of the agreement. If the resource, upon arrival at the incident or during the course of the incident does not have the required equipment or personal protective equipment, it will be considered

noncompliant. The Contractor may be given 24 hours or a timeframe designated by a Government representative to bring the resource into compliance. (Refer to D.17, Incident Pre-Use Inspection and D.18, Noncompliance after Acceptance at Incident).

(b) Contractor will be charged for Consumable Goods supplied by the Government and used by the resource while Under Hire. The cost of all Consumable Goods, with the exception of those specifically listed below, shall be deducted from payment to the Contractor. At the Government's discretion, the Government may provide the following incidental consumable goods at no cost, if available: one-quart plastic canteens, plastic sheeting, replacement radio batteries and replacement headlamp batteries, as required while under hire.

D.8 -- INFORMATION TO BE PROVIDED BY CONTRACTOR AT CHECK-IN

The Contractor shall have one complete copy of their most current agreement in their possession at all times.

OR

The Contractor shall arrive at the incident with one copy of the complete Agreement and retain one copy in their possession at all times.

D.9 -- LAUNDRY SERVICE

If the Government provides a laundry service at the incident base camp, the Contractor may utilize the service at no cost.

D.10 -- CAMPSITE

A campsite may be provided. The Contractor shall provide sleeping equipment such as tents or shelters, sleeping bags, etc. If the Government cannot provide a campsite, an overnight allowance may be authorized. (See D.21.5 Remain Overnight Allowance (RON)).

D.11 -- COMMISSARY

When authorized in writing by the Contractor, the Contractor's employees shall be permitted to use the commissary when one is available. Refer to D.21.8.3(e).

D.12 -- TIMEKEEPING

Refer to D.21.9.2

D.13 -- CONTRACTOR'S REPRESENTATIVE

Unless otherwise designated, the operator(s) shall be considered the Contractor's Representative

for this Agreement.

D.14 -- FIRST AID, MEDICAL COVERAGE AND EMERGENCY EVACUATIONS

D.14.1 -- FIRST AID RESPONSIBILITY.

The contractor is financially responsible for employee medical expenses and coverage. The Government may provide first aid at the incident at no charge to the contractor. Any other medical expenses incurred will be the responsibility of the contractor. If contractor personnel become ill or are injured and incident transportation is not available, the Government may evacuate or transport the injured/ill person(s) to a medical facility/hospital utilizing a commercial source (e.g. ambulance or air transport such as Lifeflight). Commercial transport costs will be the responsibility of the Contractor.

D.14.2 -- MEDICAL INSURANCE.

Contractor shall provide the operator(s) with an adequate supply of appropriate insurance forms, insurance ID card(s), and other necessary documents. Such documents shall accompany the injured/ill person(s) when the medical need arises.

D.15 -- VEHICLE CLEANING FOR NOXIOUS WEED CONTROL

The resource shall arrive at the incident or designated inspection point washed and free of noxious weed seeds. Equipment with frames and cross-members will be inspected and all debris collecting areas including belly pans, guards and coverings must be washed to alleviate the spread of noxious weed seeds and to protect against grease and oil soaked residues catching on fire in belly pans and skid plates. Heavy equipment operators shall manually clean tracks and belly pans before leaving project site on all heavy equipment. While at the incident, the Government will normally provide cleaning facilities. If the Government requires use of commercial facilities, the Government will reimburse the Contractor for these costs based on written receipts.

D.16 -- PRE-AWARD INSPECTIONS

No Pre-Award inspections will be completed for this resource category.

D.17 -- INCIDENT PRE-USE INSPECTION

(a) All resources furnished under this agreement shall be in acceptable condition. The Government reserves the right to reject resources that are not in safe and operable condition. Prior to incident use or anytime the resource is under hire, the Government may perform

inspections.

(b) If the resource does not pass inspection at the incident or designated inspection station, it is considered noncompliant. The Contractor may be given 24 hours or time frame designated by Government representatives to bring the resource into compliance. If the resource does not pass inspection, no payment will be made for travel to the incident or point of inspection or return to the point of hire, or for the time that the resource was not available. Upon rejection, resource will be removed from the dispatch priority list until such time that the resource is brought into compliance and re-inspected at the governments convenience. Repeated failures at the pre-use incident inspection may be grounds for cancellation of the Agreement.

D.17.1 -- INSPECTION REPORTS. Copies of the incident inspection reports and related documentation shall be distributed as follows:

- (a) The original shall remain with the fire documents on Host Unit.
- (b) A copy of the inspection shall be given to the Contractor and/or the Contractors Representative.
- (c) A duplicate copy shall be forwarded to the CO for all non-compliant resources.

D.18 -- NONCOMPLIANCE AFTER ACCEPTANCE AT THE INCIDENT

If the resource is released due to noncompliance, documentation shall be immediately forwarded, by the Incident Management Team to the Contracting Officer; and the resource will be removed from the dispatch priority list until such time that the resource is brought into compliance and reinspected at the governments convenience (See D.21.8.3(c)). Repeated notices of noncompliance may be grounds for cancellation of the Agreement.

D.19 -- WORKMANSHIP

(a) All work under this Agreement shall be performed in a safe manner to a professional and workmanlike standard. The goal of performance under this Agreement is the suppression of wildland fire and other emergency incident responses. The Incident Commander may release from an incident assignment any Contractor employee deemed incompetent, unprofessional, careless, or otherwise objectionable including violation of Harassment Free Workplace Policy (Exhibit C). It will be left to the discretion of the Incident Commander to demobilize an entire resource or to allow

replacement of the noncompliant personnel. Documentation of the rationale for release will be provided to the CO subsequent to the action. Accordingly, the Contracting Officer may require, in writing, the Contractor remove from use under this Agreement, any employee found incompetent, unprofessional, careless, or otherwise objectionable including violation of Harassment Free Workplace Policy. The Contracting Officer may require other proof of mitigation. Misconduct may result in the suspension or cancellation of this Agreement.

(b) Contractor shall be responsible for ensuring all of its employees wear proper incident attire, as follows (PPE, if required for specific resources, will be detailed in the agreement at D.2):

(1) FOOTWEAR: Closed toe shoes must be worn while providing services on an incident assignment. Sandals and/or flip flops are not acceptable footwear while working on an incident.

(2) CLOTHING: Clothing must be appropriate for the conditions and wildfire/incident setting. This means long or short sleeve shirts and full-length pants or jeans.

The Incident Commander may release from an incident assignment any Contractor employee who is not wearing proper incident attire in accordance with D.19 -- Workmanship.

(c) If an employee or crew is terminated, quits, or otherwise is released from the incident for any reason, the Contractor is responsible for returning the employee(s) to the point of hire with a departure time from the Incident Command Post (ICP) no later than 12 hours or time specified by a government official following such decision. The Contractor may, at their discretion, provide such transportation, or request the Incident Management Team (IMT) to arrange for the transportation with all transportation costs deducted from Contractor's payment. If the Contractor does not act in a timely manner (i.e., Contractor's employee(s) not departing from the ICP for return to point of hire within the specified time period), the IMT has authority to transport said employee or arrange for employee's transportation and to deduct all such transportation costs from Contractor's payment.

D.19.1 -- INCIDENT BEHAVIOR.

It is extremely important that inappropriate behavior be recognized and dealt with promptly.

Inappropriate behavior is all forms of harassment including sexual and racial harassment.

HARASSMENT IN ANY FORM WILL NOT BE TOLERATED. Non-prescription and Federally unlawful drugs and alcohol are not permitted at the incident. Possession or use of these

substances will result in the Contractor being released from the incident. During off-incident periods, personnel are responsible for proper conduct and maintenance of fitness for duty. Drug or alcohol abuse resulting in unfitness for duty will normally result in the Contractor being released from the incident. Sexual harassment is defined as unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

D.20 -- PERFORMANCE EVALUATIONS

Performance evaluations will be performed at the incident using the form in Exhibit E. The evaluation will be completed at the incident by the government representative supervising the work. This form is the preferred performance evaluation to be accepted by the Contracting Officer. The evaluator's signature shall be legible and printed on the form. If the supervising Government representative is released from the incident prior to the release of the resource, the government representative will complete a performance evaluation prior to demobilization, for work the resource performed under their supervision. The Government representative will review the performance evaluation with the Contractor, record Contractor comments, and obtain the Contractor's signature acknowledging completion of the evaluation. The Government evaluator will then give a copy of the evaluation form(s) to the Contractor at the incident and submit a copy to the incident Finance Section (for distribution to the Contracting Office and the Host unit incident file).

D.21 -- PAYMENTS

Payments will be made in accordance with D.21.8.

D.21.1 -- [RESERVED]

D.21.2 -- WITHDRAWAL OF RESOURCE(S).

Refer to D.21.8.3(b).

D.21.3 -- REPAIRS.

Repairs shall be made and paid for by the Contractor. The Government may, at its option, elect to make such repairs when necessary to keep the resource operating. The cost of such repairs will be \$90 per hour, plus parts and will be deducted from payment to the contractor.

D.21.4 -- OPERATING SUPPLIES.

Even though this agreement may specify that all operating supplies are to be furnished by the Contractor, the Government may, at its option, elect to furnish such supplies when necessary to keep the resource operating. The cost of such supplies will be determined by the Government and deducted from payment to the Contractor.

D.21.5 -- REMAIN OVERNIGHT ALLOWANCE (RON).

- (a) Contractors under this agreement are not paid per diem or lodging expenses to and from incidents.
- (b) When the Government cannot provide a campsite after the first shift worked, the Government will pay actual lodging expenses or the per diem locality rate published by the U.S. General Services Administration (GSA) web site (www.gsa.gov), whichever is less. Double occupancy of hotel rooms is required. Any associated lodging taxes are reimbursable as documented. Lodging receipts, as well as documentation by incident personnel that a campsite was not provided, shall be submitted as supporting documentation with payment documents.
- (c) Reimbursement for meals and incidental expenses (M&IE) is based on per diem locality rates minus any Government-provided meals. The maximum allowable rates are referenced at www.gsa.gov.
- (d) If the resource is allowed to return to its dispatch location during off-shift time, RON allowance is not authorized.
- (e) The maximum RON that shall be allowed is based on the number of operators or crewmembers shown on the shift ticket. Payment shall be included as an addition on the OF-286 Emergency Equipment Use Invoice.

D.21.6 -- FOOD & DRINK.

- (a) Contractors are required to provide sufficient food & drink to support their employee(s) while in travel status and the first shift of the incident. This is not reimbursed by the Government.
- (b) After that time, when Government subsistence at incident camps are available, meals for

Contractor's operator(s) will be furnished without charge. Government will furnish meals without cost if restaurant subsistence is the approved camp for incident personnel.

(c) The Government, during demobilization and/or reassignment, may provide sack lunches to the Contractor personnel without charging the Contractor.

D.21.7 -- ORDER CANCELLATION.

Order cancellation/enroute. If the order is cancelled after the resource order has been confirmed, and the resource is enroute, the resource is considered mobilized. Payment will be made by the host agency in accordance with D.21.8.

D.21.8 -- PAYMENTS.

(a) The host agency for each incident is responsible for payments. See Exhibit B for complete agency payment office information.

(b) The time under hire shall start at the time the resource begins traveling to the incident after being ordered by the Government, and end at the estimated time of arrival back to the point of hire after being released, except as provided in D.21.8.3.

D.21.8.1 -- Rates of Payments. Payment will be at rates specified and, except as provided in D.21.8.3, shall be in accordance with the following:

(a) On-Shift includes time worked, time that resource is held or directed to be in a state of readiness, and compensable travel (resource traveling under its own power) that has a specific start and ending time.

(b) Daily Rate - Payment will be made on basis of calendar days (0001 - 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the Daily Rate for periods less than 8 hours.

(c) There will be no Double Shifts paid under this agreement. The Vendor will coordinate an acceptable schedule with incident personnel to meet the workload requirements of the incident.

D.21.8.1.1 -- The vendor will be paid for travel to and from the incident from the equipment City and State they designated in their offer. Vendor must meet date and time needed.

D.21.8.1.2 -- Driver Hour Limitation. The following Driver Hour limitations, as referenced at D.6.6, shall apply to this agreement:

(a) No driver will drive more than 10 hours (behind the wheel/actual driving time) within any dutyday

(operational period, see Exhibit A).

(b) Multiple drivers in a single vehicle may drive up to the duty-day limitation provided no driver exceeds the individual driving time (behind the wheel/actual driving time) limitation of 10 hours.

(c) A driver shall drive only if they have had at least 8 consecutive hours off duty before beginning a shift. An exception to the minimum off-duty hour requirement is allowed when essential to:

(1) accomplish immediate and critical suppression objectives, or

(2) address immediate and critical firefighter or public safety issues.

(d) As stated in the current agency work/rest policy, documentation of mitigation measures used to reduce fatigue is required for personnel who exceed 16 hour work shifts. This is required regardless of whether the driver was still compliant with the 10 hour individual (behind the wheel) driving time limitations.

D.21.8.1.3 -- Payment of Optional Items. If the solicitation includes optional items, payment for optional items will only be made when ordered and documented on the resource order. The use will be recorded on the Emergency Equipment Shift Ticket. Time under hire will begin when the optional item is ready for use by incident personnel. The incident shall have the option to discontinue the use of the optional item at any time during the incident, time under hire ends at that time.

D.21.8.2 -- Method of Payment. Lump-sum payment will normally be processed at the end of the emergency assignment. However, partial payment may be authorized as approved by the incident agency. Payment for each calendar day will be made for actual units ordered and performed under Daily rates.

D.21.8.3 -- Exceptions.

(a) No further payment will accrue during any period that resource under hire is not in a safe or operable condition or it is not available for the assigned shift or portions of the assigned shift. Payment will be based on the hours the resource was operational during the assigned shift, as documented on the shift ticket versus the designated shift, as shown on the Incident Action Plan.

(b) If the Contractor withdraws resources prior to being released by the Government, no further payment shall accrue and the Contractor shall bear all costs of returning resources to the point of hire.

(c) After inspection and acceptance for use, resources that become inoperable and cannot be repaired at the site of work by the Contractor or by the Government in accordance with D.18, within 24 hours, may be considered as being withdrawn by the Contractor in accordance with Paragraph b. above with the exception that the Government shall pay return travel. The Government shall calculate travel in accordance with D.21.8.1.1 based on a normal release of resource. The Contractor shall bear any additional cost returning resource and/or operator(s) to the point of hire.

(d) No payment will accrue when the contractor is off shift in compliance with the mandatory "Work/Rest" and "Length of Assignment" provisions. Refer to D.6.7.

(e) Deductions. Unless specifically stated elsewhere in this agreement the cost of any supplies, materials, or services, including commissary, provided for the Contractor by the Government will be deducted from the payment to the Contractor.

(f) Reassignment of resources. Vendors being reassigned to a new incident shall close out the use invoice for payment on the current incident PRIOR to the reassignment. The day of closeout and reassignment shall be paid as a Daily Rate applied to the incident the resource is being reassigned to. Upon final release, travel shall be calculated in accordance with D.21.8.1.1.

D.21.9 -- INVOICING PROCESS.

D.21.9.1 -- The Contractor shall have one copy of the complete Agreement for the assigned incident.

D.21.9.2 -- After each operational period worked, time will be verified and approved by the Government Agent responsible for ordering and/or directing use the resource. Time will be recorded to the nearest quarter hour worked. The Government will verify the Contractors time on an Emergency Equipment Shift Ticket (OF-297) (Exhibit G). The Government and the Contractor representatives will sign the OF-297 verifying the hours worked daily. Each operators name shall be listed on the shift ticket.

D.21.9.3 -- The Finance Unit or designated representative will receive vendors commercial invoices and documents providing itemized breakdown charges. They will validate with shift tickets, review, sign, and submit to the payment center.

D.21.9.4 -- When the resource is released to return to the Designated Dispatch Point (DDP), the

Finance Unit will sign commercial invoices and submit them to the payment center.

D.21.9.5 -- The incident will submit a payment package including all signed originals, including a detailed invoice that supports each days activity, and a copy of SF-1449 or OF-294, copy of resource order (ONLY if order is filled outside of ROSS), supporting documentation per the Interagency Incident Business Management Handbook (i.e., repair orders, commissary issues, findings and determinations for claims, and any other documents supporting additions or deductions to the payment), and transmittal sheet to the designated payment office.

D.22 -- REPLACEMENT OF RESOURCES

(a) At the discretion of the CO for this agreement, this award may be modified to replace resources with an equal or better resource at any time without change to the agreement rates or position on the Dispatch Priority List. Replacement resources shall be inspected and accepted, if required by the solicitation, and approved in advance of use. This replacement modification must be issued and executed through the VIPR program and new resources must appear on the agreement and dispatch priority list prior to being utilized.

(b) Additional resources may not be added to the agreement.

D.23 -- LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Provided as a separate attachment